

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

Charles Fitzgerald,

Plaintiff,

v.

Checkr, Inc.,

Defendant.

Civil Action No.: 2:19-cv-19479-CCC-MF

STIPULATION TO ARBITRATE AND DISMISS WITHOUT PREJUDICE

Plaintiff Charles Fitzgerald (“Fitzgerald”) and Defendant Checkr, Inc. (“Checkr”) (collectively, the “Parties”) hereby stipulate that they will participate in arbitration, pursuant to the Arbitration Agreement contained in Checkr’s Terms of Service to which Fitzgerald agreed, to resolve any outstanding claims in this matter.

Since any remaining claims in this matter will be resolved in arbitration, the Parties also hereby stipulate that this action is dismissed without prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure.

Dated: January 21, 2020

Respectfully Submitted

CHARLES FITZGERALD,

CHECKR, INC.

By his attorneys,

By its attorneys,

/s/ Spencer H. Kuhner

/s/ William J. Simmons

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The Court hereby accepts the parties' stipulation to arbitrate and dismiss without prejudice.

Accordingly, **IT IS** on this 23rd day of March, 2020:

ORDERED that the Clerk of the Court shall terminate Defendant's Motion to Compel Arbitration (ECF No. 4); it is further

ORDERED that this matter is dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41; and it is further

ORDERED that the Clerk of the Court shall close this matter.

SO ORDERED.


Claire C. Cecchi, U.S.D.J.